

M0450024

*Confidential
Incoming*

From: <Chris.Burr@chemicallime.com>
To: <lheppler@utah.gov>
Date: 5/1/2008 4:14 PM
Subject: Marblehead Plant and Quarry
Attachments: 2322_001.pdf

Dear Leslie,

Thanks for taking the time to discuss the current reclamation involving the quarry east of the Marblehead Plant. As promised, the documents we discussed earlier today are attached. If you have any further questions, please feel free to give me a call or send me an email. Thanks much, Chris

Christopher J. Burr
Chemical Lime Company
3700 Hulen Street
Fort Worth, Texas 76107
817.806.1508 (direct dial)
817.377.3107 (telecopy)
817.507.5846 (mobile)

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(See attached file: 2322_001.pdf)

M450024

RECEIVED

MAY 01 2008

**DIVISION OF
OIL, GAS AND MINING**

Bill of Sale

RECEIVED

MAY 01 2008

DIVISION OF
OIL, GAS AND MINING

BILL OF SALE

THE STATE OF UTAH §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TOOELE §

THAT Materials Energy Research & Recovery Corporation, a Utah corporation ("Seller"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY and WARRANT unto Chemstar Lime Company, an Arizona corporation ("Buyer"), that certain personal property described on Exhibit A, attached hereto and made a part hereof for all purposes (the "Property").

Seller hereby covenants with Buyer that the Property is free and clear of any and all encumbrances or other claims, and Seller has the right to sell the same; and that Seller, its successors and assigns shall warrant and defend the title to the Property against the claims and demands of all persons whomsoever.

EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN THAT CERTAIN ASSET PURCHASE AGREEMENT DATED AS OF SEPTEMBER 25, 1992, BETWEEN SELLER AND BUYER, ALL WARRANTIES OF QUALITY, FITNESS OR MERCHANTABILITY ARE HEREBY EXCLUDED.

Seller covenants and agrees to make, execute and deliver to Buyer any and all powers of attorney, certificates, assignments, deeds or authorizations which it may lawfully make, execute and deliver, which may be or become necessary, proper or desirable to enable Buyer to reduce to possession, collect, enforce, own or enjoy any and all rights or benefits in, or with respect to, or in connection with the Property or any part or portion thereof, and upon the request of Buyer, to take, in Seller's name, any and all steps, and to do any and all things which may be or become lawful and necessary, proper, convenient or desirable to enable Buyer to reduce to possession, collect, enforce, own or enjoy any and all rights or benefits in, to, with respect to, or in connection with the Property and each and every part or portion thereof.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale this 25th day of September, 1992.

MATERIALS ENERGY RESEARCH
& RECOVERY CORPORATION

By: Robert S. Jackson
Name: ROBERT S. JACKSON
Title: PRESIDENT

ATTEST:

Mark Jones
By: MARK JONES
Title: Assistant Secretary

THE STATE OF Texas §
§
COUNTY OF Harris §

On this 25th day of September, 1992, personally appeared before me Robert S. Jackson, who being by me duly sworn did state that he is the President of Materials Energy Research & Recovery Corporation, and that the foregoing Bill of Sale was signed on behalf of said corporation by authority of the corporation's Bylaws or Resolution of its Board of Directors, and Robert S. Jackson acknowledged to me that said corporation executed such Bill of Sale.

Gloria J. Myer
Notary Public in and for the
State of Texas

My Commission Expires:

10-31-93

b:\CLC.93.PLS.kb
9/23/92

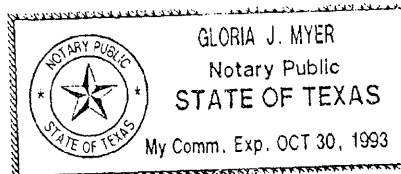


EXHIBIT A TO THE BILL OF SALE

The "Assets" are as follows:

PRIMARY CRUSHER

Apron Feeder
Allis Chalmers
Primary Jaw Crusher
Oil Pump
Rock Hoist
No. 1A Conveyor
Syntron Feeder
No. 1 Conveyor
Jeffrey Feeders

TERTIARY CRUSHER

No. 3 Belt
4¼ Symons Shorthead
Oil Pump
Oil Cooler Fan
Oil Cooler Circ. Pump
Feed Belt
Discharge conveyor
No. 5 Elevator
New Shorthead
Oil Pump
No. 1 Elevator
North Screen
South Screen
Clearing Pump
Clamping Pump
No. 4 conv. (Fines)
No. 5 conv.
No. 6 conv.
Flinger

KILN DRIVE

Kiln No. 1 drive
Drive Motor Cooling Fan
K210 Gear Box
MG Set Kiln No. 1
MG Set Exciter Kiln 2

KILN SUPPORT SYSTEMS

Hoist Above Basement
Cooler Fan Kiln No. 1
Clinker Breaker West
Clinker Breaker East
K220 Cooler Fan
Clinker Breaker K 225 A
Clinker Breaker K 225 B
Sump Pump Kiln 1
Sump Pump Kiln 2

SECONDARY CRUSHER

Double Deck Allis
Chalmers Screen 5x12
No. 2 Conveyor
Standard Symons Cone Crusher
Oil Pump for Crusher
Hoist

RAW MATERIAL SYSTEM

No. 7 Conv. (Tunnel)
No. 8 Conv. (Above Track)
No. 9 Conv. (Coal Tunnel)
No. 15 Conv. (Above Coal)
No. 14 Conv. (Under Track)
Jeffrey Feeder
No. 16 Conv.
S 201 Conv. (stone)
S 203 Conv. (coal)
S 204 Conv. (Iron)

CHARGE SYSTEM FOR KILNS

K100 Iron Feeder
K101 Stone Feeder
K140 Coal Feeder
H5 No. 1 coal mill
K200 Iron Feeder
K201 Stone Feeder
K202 Cross Conv.
K203 Long Feed Belt

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CHARGE SYSTEM FOR KILNS - Cont'd

Ramsey Weight Feeders
K204 Cross Feed Belt
K104 (No. 12 conv.)
K105 Cross Feed Belt
K240 Coal Feeder
K241 Vane Feeder
K243 Coal Mill

FINISHED MATERIAL

Pan Cooler Feeder (DC)
4 each ERIEZ Feeders
L100 Pan Conveyor
L101 Pan Conveyor
2A L 102 Bucket Elev.
2B L103 Bucket Elev.
Jaw Crusher
No. 3 Elevator
No. 4 Elevator
Tele Smith
16 x 24 Double Roll

BAGHOUSE & EQUIPMENT

Ak 221 West Hopper
Ak 223 East Hopper
Ak 224 East Vane
Ak 2225 Cross Screw
Ak 140 Bucket Elev.
Ak 162 Pug Mill
4 each A Gyrol Fan
4 each Ak 110 4 B Gyrol Fan
4 each D Gyrol Fan
Ak 130 Air Compressor

FINISHED MATERIAL

No. 17 Conv. (shuttle)
No. 18 Conv. (shuttle)
Hoist Motor (move shuttle)
No. 20 Conv. (to MG Bin)
No. 21 Conv. (From MG Bin)
Screen (Magna-Grain)

BAGHOUSE & EQUIPMENT

Ak 110 ID Fan
Ak 210 ID Fan
Ak 120 R/A Fan
Ak 220 R/A Fan
Ak 1.21 West Hopper
Ak 1.23 East Hopper
Ak 125 Cross Screw

MISC. MOTORS

Shop Compressor West
Office Heater
Office Cooler (Water 5 Gal.)
Garage Heater
Air Cond. Unit East
Air Cond. Unit West
Compressor Unit West
Diesel Pump
Elec. Rm. Fan
No. 6 Oil Pump East
No. 6 Oil Pump West
Man Lift Elevator
Sample Grinder
Car Shaker
Deep Well Pump
Transfer Pump North
Transfer Pump South
Dust Control H₂O Pump

ROLLING STOCK

2 - Euclid End Dump Trucks - 35 ton
1 - Euclid End Dump Truck - 22 ton
1 - Euclid Truck Modified to a Tanker
1 - 100C Hough Payloader
1 - Ford Tractor Front End Loader
1 - Caterpillar D9G - Fair Condition
1 - Portable Ingersol Rand 315
Compressor - 1 Portable Ingersol Rand 600
Compressor - Portable Ingersol Rand
CM2 Crawlers
Drill - 1 Stationary, but not installed, D-45
Worthington Compressor
1 - Portable Miller Big 4 Welder
1 - Flatbed Diamond T, 1957

ROLLING STOCK (Cont'd)

- 1 - Ford Stake Truck F350, 1980
- 1 - Ford Pickup Truck, 1977
- 1 - Ford Pickup Truck F250, 1979
- 1 - Chevrolet 3/4 ton 2WD Pickup, 1986
- 1 - Chevrolet 3/4 ton 2WD Pickup, 1987
- 1 - Hyster Forklift - Diesel
- 1 - 15 ton Pett Pettibone Cherry Picker
- 1 - WABCO Road Grader
- 1 - 40 ft. Portable Conveyor

FIXED MISC. EQUIPMENT

- 3 - Stationary Welders - Various locations
- Mechanical Spare Parts - Sprockets, Chainlinks, etc.
- Spare Pieces of Kiln Steel
- Misc. Electric Motors & Electric Parts
- Misc. Mechanical Parts - Sprockets, etc.
- Kiln No. 1
- Kiln No. 2
- Baghouses No. 1 Kiln
- Baghouses No. 2 Kiln

BUILDINGS

- Primary crusher building with electrical building
- Building around Secondary crusher with its appurtenances
- Building around Tertiary Crushing System
- 2 - Reclaim Tunnels
- Office, warehouse, change room and maintenance building

MISC. SHOP EQUIPMENT

- Press
- Welding equipment
- Drill threader
- Spare belts
- Saw
- Fumehood
- Spare mechanical parts - Sprockets
- Spare screens
- Electrical parts
- Firebrick
- Shotgun shells
- Wire rope
- Brick saw
- Conveyor belt
- 1 - Rock bin over conveyor #1
- 1 - Pioneer twin roll crusher
- 1 - 15,000 gal. water tank
- 6 - Finished Product Bins
- 2 - Raw Material Bins
- 1 - Iron Bin
- 1 - Coal Bin
- 1 - 11,000 gal. diesel tank
- 1 - 4,800 gal. #6 oil tank insulated

MISC. EQUIPMENT

Truck Scales (Cardinal)
Truck Scales (Fairbanks)
Atlas Capco 1409 Stationary Compressor
Compressor
Water Pump
Hydraulic Power Rack
Shelves of Bearings, etc.
Dozens of various sizes of Vee Belts
Bolt Bins
Water Heater - Electric
Oil-fired space heater
1988 Used Mobile Office
Lab Metler Balance
O'Haus Analytical Balance

FURNITURE

4 desks
Filing cabinets
Refrigerator
Microwave oven
Typewriter,
Xerox Machine
Plan file holder
Drafting table
Desk chair.

INVENTORY

Coal
Stone
Shells
Beams, Cooler
Grates, Cooler

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REAL ESTATE

All of Section 2, Township 1 North, Range 9 West, Salt Lake Meridian, Tooele County, Utah.
EXCEPTING THEREFROM the following described property: A tract of land situated in the Southwest Quarter of the Northeast Quarter of Section 2, Township 1 North, Range 9 West, Salt Lake Base and Meridian, and particularly described as follows: Beginning at a point which is South 49°45' West 2899.8 feet and South 89°08' West 25 feet from the Northeast Corner of said Section 2, thence South 60°00' West 60 feet, thence South 30°00' East 50 feet, thence North 60°00' East 60 feet, thence North 30°00' West 50 feet to the point of beginning.

MISC. CONTRACTS

Electric Service Agreement dated September 9, 1973 with Utah Power & Light Company
State of Utah - Department of Social Services, February 1977 Variance and Related Compliance Order
1978 State of Utah Conditional Permit to Construct and Operate Dead Burned Rotary Kiln Plant
Utah Emergency Episode Action Plan
State of Utah Natural Resources Department of Reclamation Bond No. 46173773

MISC. CONTRACTS - (Cont'd)

Western Pacific Railroad Company Track Agreement dated May 11, 1957

Certificate of Appropriation of Water (State of Utah) Certificate No. 6339

Railroad Spur and Refund Agreement with Western Pacific Railroad Company

Bureau of Land Management Right-of-Way to Betsy Group of Claims (Serial Number Utah 0136571) document No. 274081

License and Extraction Agreement dated April 20, 1987 by and between USPCI, Inc. and Utah Marblehead Lime Company, as amended

MINING CLAIMS

The mining claims set forth on the attached schedule.

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Special Warranty Deed Recorded October 7, 1992

When Recorded, Return to:

Patricia LaRue Smithson
Chemstar Lime Company
P. O. Box 121874
Fort Worth, Texas 76121-1874

Book 340

051293

PAGE 13-17

EN *[initials]* *Bk 1*

RECORDED AT RECUE
ASSOCIATED TITLE COM.

OCT 7 1992 AM 11

EPUTY *[signature]* FEE

SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED is given by Materials Energy Research and Recovery Corporation, a Utah corporation, with an address of c/o USPCI, Inc., 515 West Greens Road, Suite 500, Houston, Texas 77067 ("Grantor"), to Chemstar Lime Company, an Arizona corporation, with an address of 2800 N. 49th Street, Suite 400, Phoenix, Arizona 85008 ("Grantee").

For valuable consideration, Grantor hereby conveys and warrants against all claiming by, through or under Grantor, to Grantee, that certain real property ("Property") located in Tooele County, Utah, described in Exhibit "A" attached hereto;

TOGETHER WITH all of Grantor's right, title and interest in and to all rights, appurtenances and privileges thereunto belonging;

SUBJECT TO the encumbrances, matters and exceptions of record or described in Exhibit "B" attached hereto.

DATED this 25th day of September, 1992.

GRANTOR:

MATERIALS ENERGY RESEARCH AND
RECOVERY CORPORATION

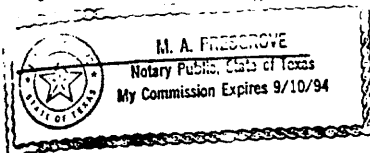
By: *Robert S. Jackson*
Name: Robert S. Jackson
Title: President

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

This instrument was duly acknowledged before me this 25th day of September, 1992, by
the President of Materials Energy Research and Recovery Corporation.

M. A. Presgrove
NOTARY PUBLIC
Residing at: Houston, Texas

My Commission Expires:



072892.mjl

EXHIBIT A TO THE SPECIAL WARRANTY DEED

4-41-1 4-41-2
All of Section 2, Township 1 North, Range 9 West, Salt Lake Meridian, Tooele County, Utah.
EXCEPTING THEREFROM the following described property: A tract of land situated in the
Southwest Quarter of the Northeast Quarter of Section 2, Township 1 North, Range 9 West, Salt
Lake Base and Meridian, and particularly described as follows: Beginning at a point which is
South 49°45' West 2899.8 feet and South 89°08' West 25 feet from the Northeast Corner of
said Section 2, thence South 60°00' West 60 feet, thence South 30°00' East 50 feet, thence
North 60°00' East 60 feet, thence North 30°00' West 50 feet to the point of beginning.

EXHIBIT B TO SPECIAL WARRANTY DEED

1. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS.
2. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORD BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF SAID LAND OR BY MAKING INQUIRY OF PERSONS IN POSSESSION THEREOF.
3. EASEMENTS, CLAIMS OR EASEMENT OR ENCUMBRANCES WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
4. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER FACTS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY PUBLIC RECORDS.
5. UNPATENTED MINING CLAIMS; RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; WATER RIGHTS, CLAIMS OR TITLE TO WATER.
6. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL THERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
7. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES OR RECORD FOR VALUE THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.
8. All assessments and taxes for the year 1992 and thereafter. Taxes for the year 1991 have been paid in the amount of \$29,557.15. (Serial No. 98-004-0-0008)
9. Pole Line Easement in favor of UTAH POWER & LIGHT COMPANY, a perpetual easement and right of way for the erection and continued maintenance, repair, alteration, and replacement of the electric transmission, distribution, and telephone circuits and 3 guy anchors, 4 two-pole structures and one pole with the necessary guys, stubs, crossarms and other attachments thereon, or affixed thereto, for the support of said circuits, to be erected and maintained upon and across the following described property: Beginning on the South boundary line of the Grantor's land at a point 175 feet West, more or less, from the East one Quarter Corner of Section 2, Township 1 North, Range 9 West, Salt Lake Meridian, thence North 61°53' West

2285 feet, more or less, thence North 28°18' East 46.5 feet on said Grantor's land, and being in the South half of the Northeast Quarter of said Section 2. Said easement recorded in Book 10, at Page 173, TOOELE County Recorder's Office.

10. Pole and Power Line Easement in favor of UTAH POWER & LIGHT COMPANY, a corporation, the right to construct and maintain 54 poles and power lines, over a 50-foot strip of land, the center line of said easement being particularly described as follows: Beginning on the East boundary line of the Grantor's land at a point 90 feet South, more or less, from the East one Quarter Corner of Section 2, Township 1 North, Range 9 West, Salt Lake Meridian, thence North 61°53' West 200 feet, more or less, to the North boundary line of said land, and being in the Northeast Quarter of the Southeast Quarter of said Section 2. Said easement recorded in Book 10, at Page 414, TOOELE County Recorder's Office.
11. Pole Line Easement in favor of UTAH POWER & LIGHT COMPANY, a perpetual easement and right of way for the erection and continued maintenance, repair, alteration, and replacement of the electric transmission, distribution, and telephone circuits and 3 guy anchors and 11 poles, with the necessary guys, stubs, crossarms and other attachments thereon, or affixed thereto, for the support of said circuits, to be erected and maintained upon and across the following described property: Beginning at the West boundary line of the Grantor's land at a point 3810 feet South, more or less, from the Northwest Corner of Section 2, Township 1 North, Range 9 West, Salt Lake Meridian, thence North 57°36' East 3535 feet, more or less, on said land and being in the Northwest Quarter of the Southwest Quarter, the South half of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter of said Section 2. Said easement recorded in Book 34, at Page 529, TOOELE County Recorder's Office.
12. Pole Line Easement in favor of UTAH POWER & LIGHT COMPANY, a perpetual easement and right of way for the erection and continued maintenance, repair, alteration, and replacement of the electric transmission, distribution, and telephone circuits and 5 two pole structures, 4 guy anchors with poles, with the necessary guys, stubs, crossarms and other attachments thereon, or affixed thereto, for the support of said circuits, to be erected and maintained upon and across the following described property: Beginning at the North boundary line of the Grantor's land at a point 165 feet East, more or less, from the Northwest Corner of Section 2, Township 1 North, Range 9 West, Salt Lake Meridian, thence South 40°56' East 2780 feet, more or less, thence North 79°51' East 1092 feet to an existing pole on said land and being in Lots 3 and 4, the Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter of said Section 2. Said easement recorded in Book 44, at Page 487, TOOELE County Recorder's Office.
13. Easement, in favor of PACIFICORP, an Oregon Corporation, dba Utah Power & Light Company, a perpetual easement and right of way for the erection, operation, maintenance, repair, alteration, inspection, relocation and replacement of electric transmission and distribution lines, communications circuits, fiber optic cables and associated facilities, and 9 poles and 4 guy anchors, with the necessary guys, stubs, crossarms, braces and other attachments affixed thereto, for the support of said lines and circuits, on, over, under and across real property described as follows: A right of way 25 feet in width being 12.5 feet on each side of the following described survey line: Beginning at an existing pole on the Grantor's land at a point 991.7 feet North and 2100.9 feet East, more or less, from the West one Quarter Corner of Section 2, Township 1 North, Range 9 West, Salt Lake Meridian, thence South 41°30' East

351.0 feet, thence South 57°36' West 2763.2 feet, more or less, to the West boundary line of said land and being in the South half of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of said Section 2. Also, a right of way 10 feet in width being 5 feet on each side of the following described centerline: Beginning in the above described survey line on the Grantor's land at a point 728.8 feet North and 2333.5 feet East, more or less, from the West one-Quarter Corner of Section 2, Township 1 North, Range 9 West, Salt Lake Meridian, thence North 57°36' East 63.0 feet on said land and being in the Southeast Quarter of the Northwest Quarter of said Section 2. Also Beginning in the above described survey line on the Grantor's land at a point 728.8 feet North and 2333.5 feet East, more or less, from the East One-Quarter Corner of Section 2, Township 1 North, Range 9 West, Salt Lake Meridian, thence South 41°30' East 61.0 feet on said land and being in the Southeast Quarter of the Northwest Quarter of said Section 2. Said easement recorded August 17, 1989 as Entry No. 28269, in Book 290, at Page 782, TOOELE County Recorder's Office.

14. Right of Way over a portion of said property for ingress and egress as shown on the Utah Highway Map in the TOOELE County Recorder's Office.
15. Terms and conditions as contained in Warranty Deed recorded April 21, 1987 as Entry No. 8466, in Book 254, at Page 369, TOOELE County Recorder's Office. (See document for full particulars.)
16. Terms and Conditions as contained in Warranty Deed recorded June 2, 1987, as Entry No. 9575, in Book 256, at Page 718, TOOELE County Recorder's Office. (See document for full particulars.)
17. Reservations in Patent from "The United States of America" which reads in part as follows: There is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States. Said patent recorded December 14, 1964, as Entry No. 273123, in Book 57, at Page 97, TOOELE County Recorder's Office.
18. Reservations in Patent from the "State of Utah" which reads in part as follows: Reserving to the State of Utah, all coal and other minerals and the right to prospect, mine and remove said minerals. Said patent recorded March 12, 1957, as Entry No. 246542, in Book 6, at Page 400, TOOELE County Recorder's Office.
19. Said property is located within the boundaries of Tooele County Hospital Special Service District and the North Tooele County Fire Service District and is subject to the charges and assessments levied thereunder.

Quitclaim Deed

Recorded April 10, 1995 in Elder County, Utah
and on May 22, 1995 in Tooele County, Utah

QUITCLAIM DEED

075745 Bk 0019 Pg 0756
LuAnn Adams, Box Elder County Recorder
04/10/1995 2:52pm FEE: 36.00 Dep:MM
Rec'd For: CHEMICAL LIME CO

KNOW ALL MEN BY THESE PRESENTS, that JTM INDUSTRIES, INC., a Georgia corporation whose address is 1000 Cobb Place Blvd., Bldg. 400, Kennesaw, GA 3014 ("JTM"), for and in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM unto CHEMICAL LIME COMPANY, an Arizona corporation whose address is 2800 N 44th Street, Suite 400, Phoenix, AZ 85008, its heirs, successors and assigns, all of JTM's right, title and interest in and to the BLACK #1-38 unpatented lode ~~and placer~~ mining ~~claims~~ located in Tooele County, Utah, described in Exhibit A attached hereto and made a part hereof ("Claims"), together with all the dips, spurs, angles, metals, ores, gold and silver-bearing quartz, rock and earth in Claims; all the rights, privileges and franchises incident, appendant or appertaining to Claims or usually had and enjoyed; all water rights and shares of stock in any mutual water company which pertain to claims; all dumps, severed ores, fixtures improvements, tenements, easements, rights-of-way, hereditaments, and appurtenances belonging or appertaining to Claims; the rents, issues and profits of Claims; and all the estate, right, title, interest, claim and demand whatever, either in law or equity of JTM of, in or to Claims.

IN WITNESS WHEREOF, JTM has hereunto set its official seal this 25th day of September, 1992.

JTM INDUSTRIES, INC.

By: Charles J. McCormick
Charles J. McCormick, Vice President

STATE OF GEORGIA)
COUNTY OF COBB) ss.

On this 23rd day of September, 1992, before me personally appeared Charles J. McCormick to me personally know, who being duly sworn, did say that he is the Vice-President of JTM INDUSTRIES, INC., the corporation named in and which executed the foregoing instrument, by authority of its Board of Directors; and said Charles J. McCormick acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal)

Ellen L. Norton

Notary Public, Georgia, County, Cobb
Residing at City of Kennesaw
My Commission Expires October 24, 1994

Notary Public, Cobb County, Georgia
My Commission Expires Oct. 24, 1994

BOOK 395
074288
PAGE 805-808
EN V PT V AB 38

RECORDED At Chemical Lime Co. 805
95 MAY 22 PM 12:31
DORNA S. H. H. H.
TOOELE COUNTY, UTAH
DEPUTY P.O. FEE \$38.00

CLAIM NAME/NO.	COUNTY DATA					BLM DATA		COMMENTS
	DATE LOCATED	DATE RECORDED	RECORDED BK/PG	MICROFILM NUMBER	COUNTY	DATE FILED	SERIAL NO.	
Black #1	2/7/92	2/11/92	18/757	42396	Box Elder	2/27/92	348991	Lode Claim
Black #2	"	"	18/759	42397	"	"	348992	"
Black #3	"	"	18/760	42398	"	"	348993	"
Black #4	"	"	18/761	42399	"	"	348994	"
Black #5	"	"	18/762	42400	"	"	348995	"
Black #6	"	"	18/763	42401	"	"	348996	"
Black #7	"	"	18/764	42402	"	"	348997	"
Black #8	"	"	18/765	42403	"	"	348998	"
Black #9	2/8/92	"	18/766	42404	"	"	348999	"
Black #10	"	"	18/767	42405	"	"	349000	"
Black #11	"	"	18/768	42406	"	"	349001	"
Black #12	"	"	18/769	42407	"	"	349002	"
Black #13	"	"	18/770	42408	"	"	349003	"
Black #14	"	"	18/771	42409	"	"	349004	"
Black #15	"	"	18/772	42410	"	"	349005	"
Black #16	"	"	18/773	42411	"	"	349006	"

CLAIM NAME/NO.	COUNTY DATA					BLM DATA		COMMENTS
	DATE LOCATED	DATE RECORDED	RECORDED BK/PG	MICROFILM NUMBER	COUNTY	DATE FILED	SERIAL NO.	
Black #17	2/8/92	2/11/92	18/774	42412	Box Elder	2/27/92	349007	Lode Claim
		"	327/522	045769	Tooele	"	349007	"
Black #18	"	"	327/524	045770	"	"	349008	"
Black #19	"	"	327/525	045771	"	"	349009	"
Black #19	"	"	18/775	42413	Box Elder	"	349009	"
Black #20	"	"	327/526	045772	Tooele	"	349010	"
Black #21	"	"	327/527	045773	"	"	349011	"
		"	18/776	42414	Box Elder	"	349011	"
Black #22	"	"	327/528	045774	Tooele	"	349012	"
Black #23	"	"	327/529	045775	"	"	349013	"
		"	18/777	42415	Box Elder	"	349013	"
Black #24	"	"	327/530	045776	Tooele	"	349014	"
Black #25	2/7/92	"	327/531	045777	"	"	349015	"
Black #26	"	"	327/532	045778	"	"	349016	"
Black #27	"	"	327/533	045779	"	"	349017	"
Black #28	"	"	327/534	045780	"	"	349018	"
Black #29	"	"	327/535	045781	"	"	349019	"

CLAIM NAME/NO.	COUNTY DATA					BLM DATA		COMMENTS
	DATE LOCATED	DATE RECORDED	RECORDED BK/PG	MICROFILM NUMBER	COUNTY	DATE FILED	SERIAL NO.	
Black #30	2/7/92	2/11/92	327/536	045782	Tooele	2/27/92	349020	Lode Claim
Black #31	"	"	327/537	045783	"	"	349021	"
Black #32	"	"	327/538	045784	"	"	349022	"
Black #33	"	"	327/539	045785	"	"	349023	"
Black #34	"	"	327-540	045786	"	"	349024	"
Black #35	"	"	327/541	045787	"	"	349025	"
Black #36	"	"	327/542	045788	"	"	349026	"
Black #37	"	"	327/543	045789	"	"	349027	"
Black #38	"	"	327/544	045790	"	"	349028	"

AFTER RECORDING PLEASE
RETURN ORIGINAL TO:

Chemical Lime Company
Attn: Danna Webber
P. O. Box 121874
Fort Worth, TX 76121-1874

808

License and Extraction Agreement between USPCI, Inc.
and Utah Marblehead Lime Company dated April 20, 1987

08-121 4-20-87

LICENSE AND EXTRACTION AGREEMENT

This License and Extraction Agreement ("License") is made and entered into this 20 day of April, 1987, by and between USPCI, INC., a Delaware corporation, Suite 400, Classen Center, Oklahoma City, Oklahoma 73106 ("USPCI") and UTAH MARBLEHEAD LIME COMPANY, a Delaware Corporation, 222 North LaSalle Street, Chicago,, Illinois 60601 ("UMLC").

RECITALS

A. A certain Asset Purchase Agreement was entered into on January 30, 1987, by and between USPCI, UMLC and MARBLEHEAD LIME COMPANY, a Delaware corporation ("MLC") for the purchase by USPCI of UMLC and MLC assets relating to UMLC's lime plant located in Tooele County, Utah ("Agreement").

B. The Agreement provides for the entering into at the time of closing set forth therein of an "Extraction Agreement" between USPCI and UMLC, which Extraction Agreement shall relate to the extraction of dolomitic limestone from a certain UMLC quarry area upon terms and conditions outlined in the Agreement and upon such other terms and conditions as are acceptable to UMLC and USPCI.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the parties agree as follows:

1. Grant of License.

1.1. UMLC grants to USPCI, its successors and assigns, irrevocable rights and privileges to enter upon and to have non-exclusive possession and to use certain patented and unpatented Mining Claims described in Exhibit "A" attached hereto and by this reference made a part hereof ("Premises"), and as further indicated on the map included in Exhibit "A", for the purpose hereinafter set forth; and USPCI agrees that possession and use of the Premises shall be on the terms and conditions herein set forth.

2. Purpose.

2.1. UMLC does hereby grant to USPCI, for the term of this Extraction Agreement, irrevocable rights and privileges: (a) to extract from the surface and subsurface of the Premises and to remove from the Premises dolomitic limestone (hereinafter sometimes for convenience referred to as "Stone"), and such other materials as it may be necessary to remove in connection therewith, in such quantities as USPCI may desire for processing of this Stone at the plant facilities purchased under the Agreement; and (b) of ingress, egress and regress to and from the Premises at all times for the aforescribed purpose.

3. Term.

3.1. This License shall be in force and effect for a period of time commencing on the date hereof (i.e. on the date of Closing for the Agreement) and ending on the twentieth (20th) anniversary of this date (i.e. on April 20, 2007) and the rights and privileges shall be irrevocable during such term as herein set forth.

4. Royalty.

4.1. USPCI shall pay to UMLC a royalty equal to fifty cents (\$.50) per ton for each ton of Stone extracted and removed from the Premises during each month of the term hereof, such tonnage to be determined on the basis of the dolomitic limestone extracted from the Premises.

4.2. Royalty payments for Stone extracted and removed shall be made on a monthly basis not later than thirty (30) days after the end of the month following the month to which such payments relate. Payments shall be made to UMLC at the place to which notices are to be sent as set forth in Subsection 12.1. below, and in accordance with the further provisions set forth in Section 5.

5. Payment - Billing and Record Keeping.

5.1. Determination of the number of tons of product, to ascertain the quantity of Stone extracted and removed from the Premises, shall be made after removal of overburden, waste and other materials as may have been necessary in connection with

extends
through
4/20/2007

50¢
per ton

extraction of Stone, being clean Stone prior to any processing operations at the plant site. Weighing to determine tonnage shall be by means of accurate scale weights at the quarry site or in accord with recognized and generally acceptable procedures in the pit and quarry industries.

5.2. USPCI shall maintain accurate and complete records, including weighing and shipping tickets to show tonnage of Stone extracted and removed from the Premises and upon request of UMLC, USPCI shall furnish to UMLC copies of such tickets, compiled monthly, for transportation of Stone from the quarry site (Premises) occurring during the month prior to the month in which copies are furnished. Such records of USPCI shall be used for computation of all Stone extracted and removed from the Premises by USPCI and for payments of royalty in compliance with the terms and conditions hereunder.

5.3. USPCI shall furnish to UMLC at the time of payment of the monthly installments, as above provided in Subsection 5.2., a correct statement showing the number of tons of Stone extracted and removed from the Premises during the preceding month and for which payment shall be made not later than thirty (30) days thereafter.

5.4. All statements rendered and amounts paid by USPCI for any month shall conclusively be deemed correct and accepted by UMLC unless within sixty (60) days after receipt of such statement, UMLC provides to USPCI written corrections of such statement.

6. Possession; Quarrying Operations.

6.1. Permitted use and occupancy of the Premises by USPCI for the purpose set forth in Section 2 shall be non-exclusive, but any use and occupancy of the Premises by UMLC shall not materially interfere with or adversely affect the rights and privileges granted to USPCI pursuant to Subsection 2.1., provided, however, that any extraction and removal by USPCI of Stone from the Premises shall be performed strictly in accordance with the approved mining plan and permit for UMLC's operations on the Premises and reclamation thereof.

6.1.2. To the extent that may be required, UMLC shall modify its mining permit or governmental authorizations to permit approved quarrying operations by USPCI on the Premises or use by USPCI of the haulage road leading to and from the Premises; and UMLC shall cooperate with USPCI, but at no expense to UMLC, in obtaining such other permits or governmental authorization as may be needed for its quarrying operations on the Premises.

6.2. USPCI, in its sole discretion and election, shall determine the extent of quarrying operations, if any, to be conducted on the Premises.

6.2.1. Quarrying operations shall be conducted in a compact and contiguous manner with prior quarrying operations undertaken on the Premises in accordance with UMLC's mining plan for the Premises.

6.2.2. It is expressly agreed that USPCI may exercise the rights and privileges granted hereunder, with such speed and rapidity as it may desire without restriction as to the period of time during the term in which quarrying operations are conducted.

6.3. It is understood and agreed that USPCI may place on the Premises certain structures, machinery, equipment, inventory, parts and supplies in connection with its quarrying business, and UMLC hereby disclaims any and all right, title and interest in and to this property of USPCI.

6.4. USPCI shall notify UMLC not less than thirty (30) days prior to the time (i) it initially commences quarrying operations hereunder; (ii) whenever it intends to suspend such quarrying operations for a period of one (1) year or more; and (iii) of resumption of quarrying operations after suspension for a period of one (1) year or more.

7. Haulage Road.

7.1. During the term of this License, USPCI shall have the right and privilege, to the extent of UMLC's entitlement, to use that certain existing haulage road between the plant facilities being purchased by USPCI under the Agreement and the Premises, as described in this License. Use of this haulage road shall be in full compliance with all applicable governmental

regulation, including, but not limited to, requirements prescribed by the Bureau of Land Management ("BLM"), Department of Interior.

8. Reclamation

8.1. UMLC has and shall retain its obligation for reclamation of the Premises in accordance with terms and conditions of its existing approved mining plan, reclamation bond, and permit for reclamation of the Premises and as otherwise required in accordance with existing applicable law requirements; and all of such reclamation work shall be performed by UMLC at its sole cost; provided, however, if there is a change in the nature and scope of UMLC's reclamation obligations with respect to the Premises and an increase in the cost for performance of required reclamation work as a result of the enactment or imposition of new or additional law requirements, then USPCI shall bear a proportionate share of the increase in the reclamation cost incurred by UMLC in reclamation of the Premises (such USPCI share to be the additional cost incurred solely by reasons of the operations undertaken by USPCI pursuant to this License).

9. Taxes; Encumbrances.

9.1. USPCI agrees to pay personal property taxes which may be assessed for its equipment located in or on the Premises and such other taxes as may be imposed because of its business activities in the extraction and removal of Stone from the Premises.

9.2. UMLC agrees to pay real estate taxes and special assessments assessed on the Premises; provided, however, that USPCI shall pay such portion of real estate taxes as are occasioned by appurtenances and improvements erected or placed thereon by the USPCI in the conduct of its mining operations under this License.

9.3. USPCI shall pay for all its utilities and utility services and any other charges and expenses associated with its business operations on the Premises.

9.4. USPCI may, at its option, discharge any real estate or other taxes or any deed of trust, mortgage or other lien with respect to the Premises in the event of default in payment of same by UMLC, and in such event, USPCI shall be subrogated to the rights of the holder of such lien, and such payments by USPCI for UMLC shall be credited against royalty payments required hereunder to be made by USPCI.

9.5. Each party will be responsible for taxes levied or assessed based upon production or income derived by that party from the removal and extraction of Stone from the Premises, such as, by way of illustration and not limitation, sales, use, occupation or severance taxes.

10. Indemnity.

10.1. USPCI shall indemnify and hold harmless UMLC from and against any and all loss, cost, damage, expense, or claims which may arise from its quarrying operations, or as is otherwise associated with or incidental to operations by USPCI under this License on account of or by reason of (a) bodily injury, including death, which may be sustained or claimed to be sustained by any person, including the employees of USPCI and of any subcontractor, its agents, servants or employees; (b) property damage; and (c) any act or omission of USPCI, or anyone employed by or connected with USPCI, which act or omission contributes to the creation of a hazard, defect, nuisance, attractive nuisance, discharge into a body of water or emission into the air or other undesirable conditions which may be caused to exist in or about the Premises, or which act or omission gives rise to any penalty, damages, or charges imposed for any violation of any laws, ordinances or judicial or administrative orders or gives rise to any action or claim brought or made by any person against UMLC, except for any loss, damage, expense or claims due to UMLC's negligence. USPCI shall, at its own cost and expense, defend any such claim or any suit, action or proceeding based upon such a claim which may be commenced against UMLC or MLC and USPCI shall pay any and all judgments which may be recovered in any such suit, action or proceeding and defray

any and all expenses incurred by UMLC in connection therewith, including costs and reasonable attorneys' fees.

10.2. UMLC shall indemnify and hold harmless USPCI from and against any and all loss, cost, damage, expense, or claims which may arise from its quarrying operations, or as is otherwise associated with or incidental to operations by UMLC under its reserved rights and privileges to conduct quarry operations on the Premises as set forth in Section 6.1. on account of or by reason of (a) bodily injury, including death, which may be sustained or claimed to be sustained by any person, including the employees of UMLC and of any subcontractor, its agents, servants or employees; (b) property damage; and (c) any act or omission of UMLC, or anyone employed by or connected with UMLC, which act or omission contributes to the creation of a hazard, defect, nuisance, attractive nuisance, discharge into a body of water or emission into the air or other undesirable conditions which may be caused to exist in or about the Premises, or which act or omission gives rise to any penalty, damages, or charges imposed for any violation of any laws, ordinances or judicial or administrative orders or gives rise to any action or claim brought or made by any person against USPCI, except for any loss, damage, expense or claims due to USPCI's negligence. UMLC shall, at its own cost and expense, defend any such claim or any suit, action or proceeding based upon such a claim which may be commenced against USPCI and UMLC shall pay any and all judgments which may be recovered in any such suit, action or proceeding and defray any and all expenses incurred by USPCI in connection therewith, including costs and reasonable attorneys' fees.

10.3. Each party shall procure and maintain at all times during which their operations are being conducted hereunder until termination of this Agreement, at their sole cost and expense, insurance as specified below, and furnish evidence of such insurance coverage by way of certificates of insurance, which insurance shall provide for thirty (30) days' notice of alteration or cancellation directed to the other party, and which insurance shall also meet the following requirements:

any and all expenses incurred by UMLC in connection therewith, including costs and reasonable attorneys' fees.

10.2. UMLC shall indemnify and hold harmless USPCI from and against any and all loss, cost, damage, expense, or claims which may arise from its quarrying operations, or as is otherwise associated with or incidental to operations by UMLC under its reserved rights and privileges to conduct quarry operations on the Premises as set forth in Section 6.1. on account of or by reason of (a) bodily injury, including death, which may be sustained or claimed to be sustained by any person, including the employees of UMLC and of any subcontractor, its agents, servants or employees; (b) property damage; and (c) any act or omission of UMLC, or anyone employed by or connected with UMLC, which act or omission contributes to the creation of a hazard, defect, nuisance, attractive nuisance, discharge into a body of water or emission into the air or other undesirable conditions which may be caused to exist in or about the Premises, or which act or omission gives rise to any penalty, damages, or charges imposed for any violation of any laws, ordinances or judicial or administrative orders or gives rise to any action or claim brought or made by any person against USPCI, except for any loss, damage, expense or claims due to USPCI's negligence. UMLC shall, at its own cost and expense, defend any such claim or any suit, action or proceeding based upon such a claim which may be commenced against USPCI and UMLC shall pay any and all judgments which may be recovered in any such suit, action or proceeding and defray any and all expenses incurred by USPCI in connection therewith, including costs and reasonable attorneys' fees.

Insurance

10.3. Each party shall procure and maintain at all times during which their operations are being conducted hereunder until termination of this Agreement, at their sole cost and expense, insurance as specified below, and furnish evidence of such insurance coverage by way of certificates of insurance, which insurance shall provide for thirty (30) days' notice of alteration or cancellation directed to the other party, and which insurance shall also meet the following requirements:

10.3.1. Automobile liability insurance with coverage of not

less than two hundred fifty thousand dollars (\$250,000) for personal injuries or death per person; five hundred thousand dollars (\$500,000) for personal injuries or death per occurrence; and two hundred fifty thousand dollars (\$250,000) for property damage.

10.3.2. Comprehensive general liability insurance, including but not limited to completed operations insurance insuring the parties with respect to occurrences on or about the Premises (but excluding those occurrences arising out of the other party's operations) with combined limits of not less than one million dollars (\$1,000,000) for personal injury and death and property damage per occurrence. Said insurance shall contain contractual coverage for the parties, including each party's agreement to indemnify and hold the other harmless to the extent provided in Paragraphs 10.1. and 10.2. hereof.

11. Title.

11.1. UMLC represents and warrants that (i) it is the owner of certain mining claims, evidenced by Patent No. 43-65-0101 dated November 19, 1964 and recorded in Book 57, Pages 87 and 88 in the office of Tooele County Recorder, and certain unpatented mining claims described in Exhibit "A" hereto; (ii) that such unpatented mining claims are valid and in good standing (i.e. all assessment work has been performed and proof of assessment filings have been made timely for applicable years prior to 1987); (iii) that it shall take such actions as may be necessary to maintain the validity and good standing of such unpatented mining claims during the term hereof; and (iv) that it has full right and authority to enter into this License.

11.2. If, after notice by USPCI to UMLC, UMLC fails or refuses to correct any defect in UMLC's title to the Premises within thirty (30) days after such notice, then USPCI may take all action necessary (including judicial proceeding) to cure any defect in UMLC's title to the Premises. UMLC will cooperate with USPCI in any such actions taken, will execute all documents and will take such other action as may be reasonably necessary to

*We need to
ensure that
all assessment
work and
filings thereof
is current
from
1987 to
date,
(Nash/Kearns
responsibility)*

assist USPCI. USPCI may credit against royalty payments

thereafter to become due to UMLC all reasonable costs and expenses, including attorneys' fees, incurred by USPCI in curing any defect in UMLC's title.

11.3. If any third party attacks the validity of UMLC's title to the Premises, USPCI may, at its option, defend title, and in such event, USPCI may credit against any royalty payments thereafter to become due to UMLC all reasonable costs and expenses, including attorneys' fees, incurred by USPCI in defending the validity of UMLC's title.

11.4. If USPCI engages in operations or other work on the Premises, UMLC will be entitled to utilize the cost of such operations or work for the benefit of UMLC as required assessment work to be performed on the unpatented mining claims for purposes of maintaining their validity and good standing.

12. Notices.

12.1. All notices and statements contemplated hereunder shall be in writing and delivered personally, mailed by registered or certified mail, return receipt requested, postage prepaid, to the parties at their respective addresses as follows:

IF TO UMLC: 222 North LaSalle Street
Chicago, IL 60601
Attn: President

WITH A COPY TO: Gould & Ratner
222 North LaSalle Street
Chicago, IL 60601

IF TO USPCI: Suite 400, Classen Center
Oklahoma City, OK 73106
Attn: President

WITH A COPY TO McAfee & Taft
Tenth Floor, Two Leadership Square
Oklahoma City, OK 73102

or addressed to either party at such other address as such party shall hereafter furnish to the other party in writing.

13. Miscellaneous.

13.1. The agreements contained herein, all and singular, shall be binding upon the parties hereto, and their respective successors and assigns; provided, however, USPCI shall not assign or sublet in whole or in part of the rights or privileges herein granted, or otherwise grant to any entity any interest in the use

Assignment
of all rights
consent
required

*

or enjoyment of such rights or privileges without the prior written consent of UMLC, which consent shall not be withheld unreasonably; but no consent shall be required to any assignment or subletting when USPCI shall remain liable for performance of the obligations on the part of USPCI to be kept and performed hereunder.

13.1.1. If UMLC assigns or transfers any interest in the Premises to others, UMLC shall give written notice thereof to USPCI. All such assignments or transfers which UMLC or its successors or assigns may grant shall be subject to rights and interests granted herein to USPCI and shall not prevent or interfere in any way with any of USPCI's operations under this License. The provisions of the last preceding sentence shall be incorporated in and made a part of each such instrument of assignment or transfer.

13.1.2. No change of ownership of the Premises as permitted under this License shall be binding upon USPCI, regardless of whether USPCI has actual or constructive knowledge of the change of ownership, until 30 days after USPCI has received from UMLC a certified copy of the recorded instrument or instruments satisfactory, in the reasonable opinion of USPCI, to evidence the change of ownership and to establish the right, title, or interest of the claiming party and the extent thereof. Regardless of any ownership change, all payments that USPCI may make under this License shall be made in accordance with the terms of this License, except as otherwise agreed.

13.1.3. In the event that royalty payments are or become payable to two or more parties, those parties shall appoint, and shall deliver to USPCI a document executed by all of those parties evidencing and designating the name and address of, a single agent or trustee to whom USPCI shall make all payments. Until USPCI receives such designation, USPCI may withhold all payments. Payments withheld, if any, shall be deposited with the single agent or trustee within 30 days after USPCI's receipt of the designation. No interest shall be payable by USPCI on payments withheld pursuant to this Section. USPCI shall have no

responsibility as to the division of payments paid among the parties. If USPCI makes a payment or payments in accordance with the provisions of this section, it shall be conclusively deemed that such payment or payments have been received by UMLC. All charges of the agent or trustee shall be borne by parties receiving payments.

13.2. This License constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no written or oral understandings or representations predating the date hereof shall be of any effect. Except as otherwise provided herein, this License may not be varied, amended or supplemented except by written instrument executed by all parties hereto concurrently with or after the execution of this License.

13.3. This License shall be governed by and construed in accordance with laws of the State of Utah.

IN WITNESS WHEREOF, USPCI and UMLC have entered into and executed this License on the day and year first above written.

USPCI, INC.

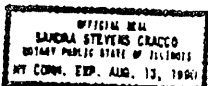
By: [Signature]
Its

UTAH MARBLEHEAD LINE COMPANY

By: [Signature]
Its

STATE OF Mississippi)
COUNTY OF Cocke) ss.

On the 24th day of April, 1987, personally appeared before me W. H. C. C. C. who being by me duly sworn, did say that he is the President of W. H. C. C. C., that said instrument was signed in behalf of said corporation by authority of its bylaws or a resolution of its board of directors, and said W. H. C. C. C. acknowledged to me that said corporation executed the same.



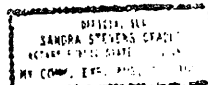
My Commission Expires:
8-13-91

Sandra Stevens Craddock
NOTARY PUBLIC

Residing at: 1422 Howard Street

STATE OF Mississippi)
COUNTY OF Cocke) ss.

On the 24th day of April, 1987, personally appeared before me W. H. C. C. C. who being by me duly sworn, did say that he is the President of W. H. C. C. C., that said instrument was signed in behalf of said corporation by authority of its bylaws or a resolution of its board of directors, and said W. H. C. C. C. acknowledged to me that said corporation executed the same.



My Commission Expires:
8-13-91

Sandra Stevens Craddock
NOTARY PUBLIC

Residing at: 1422 Howard Street

EXHIBIT "A"
Attached to and Made Part of
License and Extraction Agreement

Those certain mining claims granted by Patent Number 43-65-0101, Recorded as Document No. 271110 in the Official Records of Tooele County, Utah, in Book 57, Pages 87-88, and more particularly described as:

placer mining claims, situated in Tooele County, Utah, described as follows:

Salt Lake Meridian, Utah.

T. 2 N., R. 9 W.,

Betsy No. 1 (East half only)	Section 27, NW1/4NE1/4
Betsy No. 2	Section 26, NW1/4NE1/4
Betsy No. 3	Section 25, NW1/4SE1/4
Betsy No. 4 (East half only)	Section 24, NW1/4SE1/4
Betsy No. 5	Section 22, NW1/4SE1/4
Betsy No. 6	Section 22, SW1/4SE1/4
Betsy No. 7	Section 22, NW1/4SE1/4
Betsy No. 8	Section 22, SW1/4SE1/4
Betsy No. 9	Section 22, NW1/4SE1/4
Betsy No. 10	Section 22, SW1/4SE1/4
Betsy No. 11	Section 22, NW1/4SE1/4
Betsy No. 12	Section 22, SW1/4SE1/4
Betsy No. 14 (East half only)	Section 22, NW1/4SE1/4
Betsy No. 15 (East half only)	Section 22, SW1/4SE1/4
Betsy No. 16 (East half only)	Section 22, NW1/4SE1/4

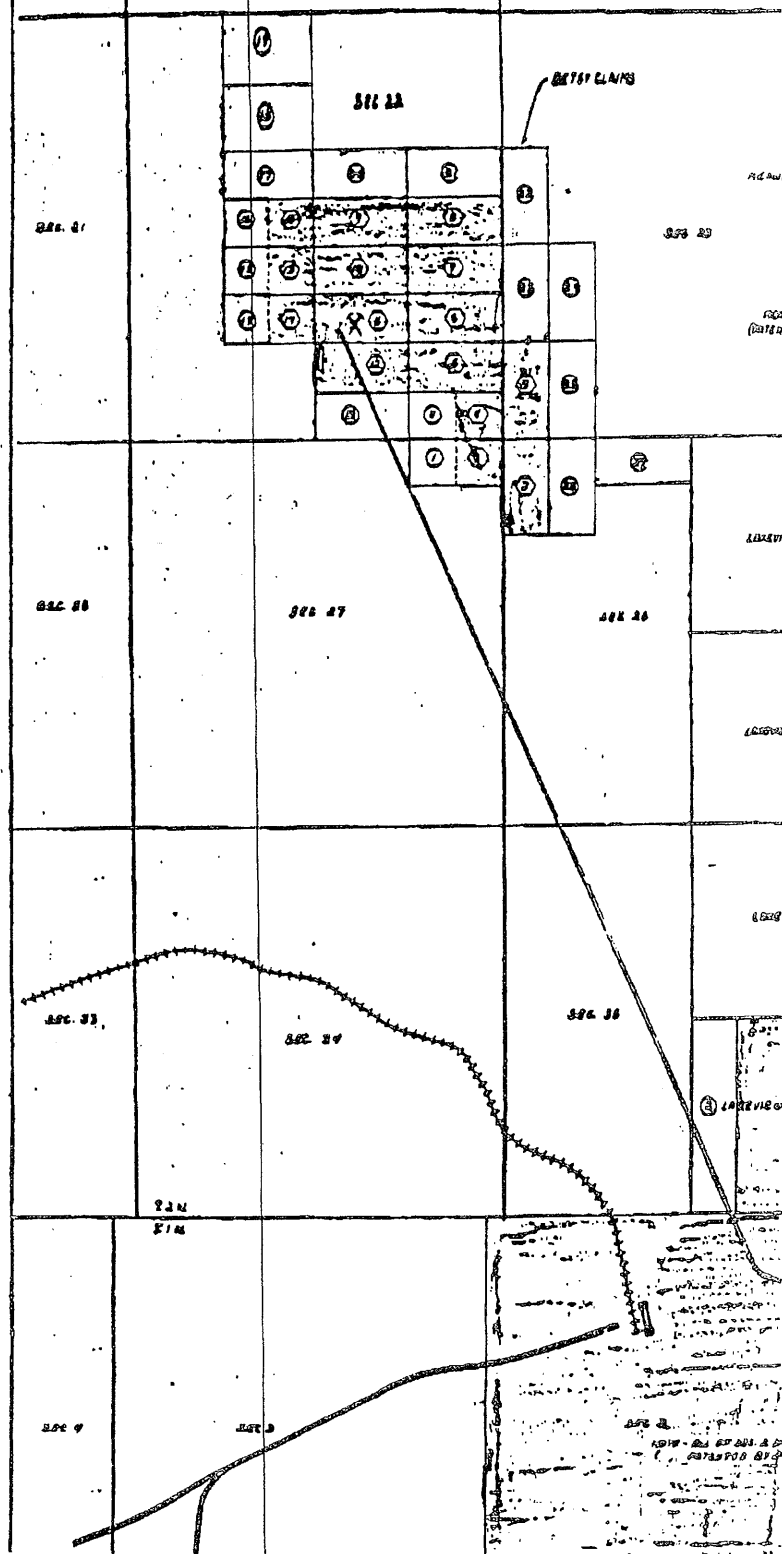
together with the unpatented mining claims described as follows:

Salt Lake Meridian, Utah

T. 2 N., R. 9 W.

Betsy No. 1 (West half only)	Section 27, NW1/4NE1/4	(Book 32, Page 434)
Betsy No. 4 (West half only)	Section 22, SW1/4SE1/4	(Book 32, Page 437)
Betsy No. 13	Section 22, SW1/4SE1/4	(Book 32, Page 446)
Betsy No. 14 (West half only)	Section 22, SW1/4SE1/4	(Book 32, Page 447)
Betsy No. 15 (West half only)	Section 22, NW1/4SE1/4	(Book 32, Page 448)
Betsy No. 16 (West half only)	Section 22, SW1/4SE1/4	(Book 32, Page 449)
Betsy No. 26	Section 26, NW1/4NW1/4	(Book 63, Page 178)

EXHIBIT "A" CONTINUED



Amendment to License and Extraction Agreement between
USPCI, Inc. and Utah Marblehead Lime Company dated
April 20, 1987

08-121/12 4-22-87

AMENDMENT TO LICENSE AND EXTRACTION AGREEMENT

THIS AMENDMENT made and entered into as of April 20, 1987, by and between UTAH MARBLEHEAD LIME COMPANY ("UMLC"), a Delaware corporation, and USPCI, INC. ("USPCI"), a Delaware corporation;

W I T N E S S E T H:

WHEREAS, the parties have as of this date entered into a License and Extraction Agreement ("Agreement") permitting USPCI to mine and quarry stone from certain unpatented and patented claims described on Exhibit "A" to the Agreement; and

WHEREAS, the Agreement has been entered into in connection with the purchase and sale of certain assets of UMLC to USPCI ("Purchased Assets") pursuant to an Asset Purchase Agreement among Marblehead Lime Company, a Delaware corporation, UMLC and USPCI dated January 30, 1987; and

WHEREAS, USPCI has objected to a certain title exception regarding the State of Utah Health Code which Ticor Title Company proposes to include in the policy to be issued for the real estate which comprises a part of the Purchased Assets; and

WHEREAS, UMLC has agreed to amend the Agreement as hereinafter provided in order to induce USPCI to close the aforesaid purchase and sale irrespective of whether Ticor Title Co. is willing to issue a title policy for said real estate without such exception; and

WHEREAS, USPCI has agreed to close the purchase and sale without insurance over any such exception provided the Agreement is amended as hereafter set forth;

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree to amend the Agreement as follows:

1. Notwithstanding the Royalty provision contained in Section 4 of the Agreement, UMLC agrees that USPCI shall be entitled, in each calendar year during the term of the Agreement, to extract and remove up to ten thousand (10,000) tons of stone (as defined in the Agreement) from unpatented claims described on Exhibit "A" to the Agreement without payment of the fifty cents (\$0.50) per ton royalty provided for in Section 4.1. of the

GO to
Unpatented
Claims,
10,000 tons
of stone per
Year may
be removed
without
payment
of royalty

Agreement or the payment of any other royalty, fee or charge to UMLC for extraction and removal of such Stone. The number of tons of Stone which USPCI may extract and remove from such unpatented claims in each calendar year without liability for payment of any royalty (i.e. 10,000 tons) shall not accumulate from year to year nor shall any royalty paid in any year with respect to tons of Stone extracted and removed in excess of such amount be recoverable or credited against royalties in any subsequent years in the event less than 10,000 tons of stone are extracted and removed from unpatented claims in any such subsequent year. The right to extract and remove such tonnage of Stone free of any royalty as set forth in this Paragraph shall not apply to any of the patented claims described in Exhibit "A" to the Agreement.

2. Except for the modification of the Agreement expressly provided for herein, all of the terms, conditions and provisions set forth in the Agreement shall remain in full force and effect as originally set forth therein.

3. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this amendment as of the date first above written.

USPCI, INC.

By: *Donald J. Degan*
Its

UTAH MARBLEHEAD LIME COMPANY

By: *M. J. O'Brien*
Its

EXHIBIT "A"
Attached to and Made Part of
License and Extraction Agreement

Those certain mining claims granted by Patent Number 43-65-0101, Recorded as Document No. 273110 in the Official Records of Tooele County, Utah, in Book 57, Pages 87-88, and more particularly described as:

placer mining claims, situated in Tooele County, Utah, described as follows:

Salt Lake Meridian, Utah.

T. 2 N., R. 9 W.,

Betsy No. 1 (East half only)	Section 27,	W&N&E&N&E
Betsy No. 2	Section 26,	W&N&E&N&E
Betsy No. 3	Section 25,	W&N&E&N&E
Betsy No. 4 (East half only)	Section 24,	W&N&E&N&E
Betsy No. 5	Section 23,	W&N&E&N&E
Betsy No. 6	Section 22,	W&N&E&N&E
Betsy No. 7	Section 22,	W&N&E&N&E
Betsy No. 8	Section 22,	W&N&E&N&E
Betsy No. 9	Section 22,	W&N&E&N&E
Betsy No. 10	Section 22,	W&N&E&N&E
Betsy No. 11	Section 22,	W&N&E&N&E
Betsy No. 12	Section 22,	W&N&E&N&E
Betsy No. 14 (East half only)	Section 22,	W&N&E&N&E
Betsy No. 15 (East half only)	Section 22,	W&N&E&N&E
Betsy No. 16 (East half only)	Section 22,	W&N&E&N&E

together with the unpatented mining claims described as follows:

Salt Lake Meridian, Utah

T. 2 N., R. 9 W.

Betsy No. 1 (West half only)	Section 27	W&N&E&N&E (Book 32, Page 434)
Betsy No. 4 (West half only)	Section 22	W&N&E&N&E (Book 32, Page 437)
Betsy No. 13	Section 22	W&N&E&N&E (Book 32, Page 446)
Betsy No. 14 (West half only)	Section 22	W&N&E&N&E (Book 32, Page 447)
Betsy No. 15 (West half only)	Section 22	W&N&E&N&E (Book 32, Page 448)
Betsy No. 16 (West half only)	Section 22	W&N&E&N&E (Book 32, Page 449)
Betsy No. 26	Section 26	W&N&E&N&E (Book 62, Page 178)

Consent to Assignment of the License and Extraction
Agreement between USPCI, Inc. and Utah Marblehead
Lime Company dated April 20, 1987 to Chemstar Lime
Company on September 25, 1992

CONSENT TO ASSIGNMENT OF LICENSE

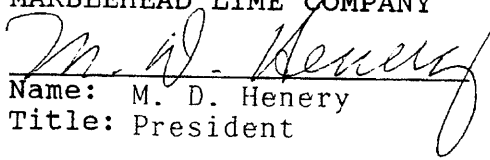
AND EXTRACTION AGREEMENT

Subject to the assumption by Chemstar Lime Company of all obligations, duties and liabilities of licensee under the Agreement (as hereunder defined) accruing or arising after the date hereof, Utah Marblehead Lime Company, a Delaware corporation, 222 North LaSalle Street, Chicago, Illinois 60601 ("UMLC") hereby consents to the assignment to Chemstar Lime Company of that certain License and Extraction Agreement ("Agreement") dated the 20th day of April, 1987 by and between USPCI, Inc., a Delaware corporation, and UMLC. For purposes of the Agreement, all references to USPCI, Inc. shall be deleted and have substituted therefor Chemstar Lime Company, and USPCI, Inc. shall have no rights with respect to the Agreement after date hereof, and shall have no obligations with respect to operations under the Agreement after the date hereof, but shall remain liable with respect to the operations thereunder prior to the date hereof.

IN WITNESS WHEREOF, this 25th day of September 1992.

UTAH MARBLEHEAD LIME COMPANY

By:


Name: M. D. Henery
Title: President

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